

FILED

STATE OF INDIANA)
) SS:
COUNTY OF MORGAN)

JAN 31 2001
IN THE MORGAN CIRCUIT COURT
AVC NO. 01-009 *Tickie Kivett*
CLERK CIRCUIT COURT

IN RE: DR. ROOF OF INDIANA,)
 INC.,)
)
 Respondent.)

MISCELLANEOUS DOCKET
NO. 5301-0101-MD-74

ASSURANCE OF VOLUNTARY COMPLIANCE

The State of Indiana, by Karen M. Freeman-Wilson, Attorney General of Indiana, and Deputy Attorney General Roy P. Coffey, and Respondent, Dr. Roof of Indiana, Inc., without admitting any violation of law, enter into this Assurance of Voluntary Compliance (Assurance), pursuant to Indiana Code § 24-5-0.5-7(a).

Any violation of the terms of this Assurance constitutes prima facie evidence of a deceptive act. This Assurance is entered into without any adjudication of any issue of fact or law, upon consent of the parties.

The parties agree:

1. Respondent is an Indiana corporation engaged in consumer transactions in Morgan County with a principal place of business at 1303 Pin Oak Court, Martinsville, Indiana 46151. At all relevant times Respondent has engaged in consumer transactions with Indiana consumers.
2. The terms of this Assurance apply to and are binding upon Respondent, its employees, agents, representatives, and assigns.
3. Respondent acknowledges the jurisdiction of the Consumer Protection Division of the Office of the Attorney General to investigate matters hereinafter described, pursuant to the authority of Ind. Code §4-6-9-4 and Ind. Code §24-5-0.5-1 et seq.

4. Respondent agrees, pursuant to Ind. Code §24-5-11-10, in every home improvement transaction to provide a completed home improvement contract to the consumer before it is signed by the consumer. Respondent agrees that the contract must contain at a minimum the following:

- (a) The name of the consumer and the address of the residential property that is the subject of the home improvement;
- (b) The name and address of the home improvement supplier and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;
- (c) The date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;
- (d) A reasonably detailed description of the proposed home improvements;
- (e) If the description required by Indiana Code §24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;
- (f) The approximate starting and completion dates of the home improvements;
- (g) A statement of any contingencies that would materially change the approximate completion date;
- (h) The home improvement contract price; and
- (i) Signature lines for the home improvement supplier or the supplier's agent and for each consumer who is to be a party to the home improvement contract with a legible printed or a typed version of that person's name placed directly after or below the signature.

5. Respondent agrees, pursuant to Ind. Code §24-5-11-11, that before the consumer signs the home improvement contract and before the consumer can be required to make a down payment, the Respondent must have agreed unequivocally by written signature to all of the terms of the home improvement contract.

6. Respondent agrees, pursuant to Ind. Code §24-5-11-12, that Respondent shall give a fully executed copy of the home improvement contract to the consumer immediately after the consumer signs it. The contract must also show the dates the Respondent and each consumer executed the contract.

7. Respondent, in soliciting and/or contracting with consumers, agrees to refrain from conducting any business activity in the State of Indiana unless those activities are in full compliance with the Home Improvement Contracts Act, Ind. Code §24-5-11-1 et seq.

8. Respondent agrees to refrain from conducting any home improvements until it has first obtained all necessary licenses and building permits required by law.

9. Respondent agrees, pursuant to Indiana Code §24-5-0.5-3(a)(2) that Respondent will not represent that such subject of a consumer transaction is of a particular standard, quality, grade, style, or model, if it is not and if the supplier knows or should reasonably know that it is not .

10. Respondent, in soliciting and/or contracting with consumers, agrees to fully comply with the Indiana Deceptive Consumer Sales Act, Ind. Code §24-5-0.5-1 et seq.

11. Respondent agrees, pursuant to Ind. Code §24-5-10-9, in every home consumer transaction to provide to the consumer two (2) copies of a written notice of the consumer's right to cancel the transaction. Respondent agrees that the notice shall be on a separate document in at least ten (10) point boldface type and contain the following:

(a) The address to which the consumer's notice of cancellation may be delivered or sent;

(b) A statement that the transaction may be cancelled before midnight of the third business day after the consumer and the supplier finally agree to the transaction;

(c) A statement of the explanation of the steps the consumer must take to cancel the home consumer transaction;

(d) A statement of the steps the consumer and supplier must take after cancellation of the home consumer transaction; and

(e) The date by which the consumer must exercise the right to cancel the transaction.

12. Upon execution of this Assurance, Respondent shall pay costs in the amount of Five Hundred and 00/100 Dollars (\$500.00) payable to the Indiana Office of the Attorney General upon the execution and return of this Assurance to the Attorney General's Office.

13. Respondent shall not represent that the Office of the Attorney General approves or endorses Respondent's past or future business practices, or that execution of this Assurance constitutes such approval or endorsement.

14. Respondent shall fully cooperate with the Office of the Attorney General in the resolution of any future written complaints the Consumer Protection Division receives.

15. The Office of the Attorney shall file this Assurance with the Circuit Court of Morgan County. The Court's approval of this Assurance shall not act as a bar to any private right of action.

IN WITNESS THEREOF, the parties have executed this Assurance this 9th day of Jan., 2000. 2001

STATE OF INDIANA

KAREN FREEMAN-WILSON
Attorney General of Indiana

By: 

Roy P. Coffey
Deputy Attorney General
Atty. No. 3930-29
Office of Attorney General
402 W. Washington, 5th Floor
Indianapolis, Indiana 46204-2770

RESPONDENT

DR. ROOF OF INDIANA, INC.

By: 

APPROVED, this _____ day of _____, 2000.

Judge, Morgan County Circuit Court